

**INVITATION FOR BIDS
(IFB)
SET-A-SIDE FOR SMALL BUSINESSES**

Issue Date: March 3, 2011 **IFB#** 724-11006

Title: **SET-A-SIDE FOR SMALL BUSINESSES – SLUDGE DISPOSAL SERVICES**

Commodity code: **93381**

Issuing/Using Agency: Commonwealth of Virginia
Catawba Hospital
P. O. Box 200
5525 Catawba Hospital Drive
Catawba, Virginia 24070-0200

Period of Contract: From April 1, 2011 through March 31, 2012 *(Renewable).

Unsealed Bids Will Be Received Until 2:00 p.m., March 16, 2011 For Furnishing Services Described Herein. All Inquiries For Information Should Be Directed To The: **Office of Purchasing & Contracting**. Phone: 540-375-4360. **IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: CATAWBA HOSPITAL, OFFICE OF PURCHASING & CONTRACTING, BUILDING 16, 5525 CATAWBA HOSPITAL DRIVE, CATAWBA, VIRGINIA 24070-0200**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this IFB on or before 3:00 p.m., Friday, March 11, 2011. Please submit your comments and questions to Robyn J. Wright by email: robyn.j.wright@dbhds.virginia.gov A list of questions and answers will be post to the www.dbhds.virginia.gov web site.
Copies of IFB and Answers to submitted Questions	May be obtained at www.dbhds.virginia.gov (Administrative Services; Procurement)

In Compliance With This Invitation For Bids And To all The Conditions Imposed Therein, The Undersigned Offers and Agrees To Furnish Services At The Price(s) Indicated In Section IV, Pricing Schedule.

LICENSED CLASS:		VA CONTRACTOR #:		SPECIALTY:
Name and Address of Firm:			Date:	
			By:	
				Printed Name
			Signature in Ink:	
Zip Code:		Title:		
FEI/FIN No¹ :		Telephone No.:		
Date Completed: _____				No <input type="checkbox"/>
Yes <input type="checkbox"/> Certification No.: _____				No <input type="checkbox"/>

¹ Contractor is REQUIRED to provide a Federal Employer Identification Number, a Federal Identification Number or, in the absence of these numbers, his Social Security Number. This information is being collected for IRS reporting.

TABLE OF CONTENTS

I.	PURPOSE	PAGE 3
II.	SCOPE OF SERVICES	PAGE 3
III.	SAFETY REFERENCE	PAGE 4
IV.	BID PRICING SCHEDULE	PAGE 5
V.	INVOICING/PAYMENT	PAGE 5
VI.	GENERAL TERMS AND CONDITIONS	PAGE 6
VII.	SPECIAL TERMS AND CONDITIONS	PAGE 9
VIII.	ATTACHMENTS	
	A. TASK ORDER FORM.....	PAGE 12
	B. BIDDER DATA SHEET	PAGE 13

I. PURPOSE

The purpose of this Invitation for Bids is to establish a term contract with one (1) qualified source, hereafter referred to as the “Contractor”, to provide disposal services of non-hazardous liquid sludge for Catawba Hospital hereafter referred to as the “Hospital”, 5525 Catawba Hospital Drive, Catawba, Virginia, 24070, an Agency of the Commonwealth of Virginia. The period of the contract shall be for one (1) year with the option to renew for four (4) additional one (1) year periods.

II. SCOPE OF SERVICES

- A. The intent of this Invitation for Bid is to establish a contract for the performance of scheduled services (quarterly). The Contractor shall furnish all necessary labor, equipment, and other materials as necessary, to physically remove, by pumping into an approved tank vehicle, transport and dispose of non-hazardous liquid sludge from concrete tanks located at Catawba Hospital including grease traps. The Contractor shall possess all licenses and permits required by any local, State or Federal Agency exercising authority for the transport, treatment, storage or disposal of non-hazardous sludge. In addition, the Contractor may be required to remove waste grease from one (1) 275 gallon storage container, and open grease/sewer lines as required. **Copies of all necessary licenses and permits required for execution of this service shall be submitted with your quote.**
- B. The Contractor shall mobilize to the site and start removal collection of the waste materials within seven days of initial notification by phone or written request from Catawba Hospital.
- C. The Contractor shall ensure that all personnel engaged in the services of the resulting contract are knowledgeable of and have the appropriate training in the handling of sludge. Upon request, the Contractor shall make evidence of service personnel qualifications available to Catawba Hospital. Catawba Hospital reserves the right to reject any one person or all of the Contractor’s service personnel who, in Catawba Hospital’s judgment, are not adequately qualified to perform the work. **The Contractor shall identify all vehicles and personnel (by position only) that will be employed to provide the contract services, as well as any citations/accidents caused by these employees. This information shall be provided on Attachment A and submitted with price quote.**
- D. The Contractor shall transport the sludge to an appropriate treatment facility for recycling or disposal in accordance with all applicable local, state and federal regulations and/or Virginia Department of Transportation regulations. **The Contractor shall submit evidence of acceptance of Catawba Hospital waste at appropriate treatment facility/facilities with the Price quote (Attachment B).**
- E. The Contractor shall notify the Agency representative (540-375-4243 or 540-375-4240) at the Catawba Hospital Wastewater Treatment facility at least 24 hours prior to the scheduled removal, so that personnel are available to allow access and verify the waste removal. Normal work hours for the Catawba Hospital Wastewater Treatment Plant are from 8:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Prior to performing work, Contractor shall call the Agency representative to assure that the facility will be open.
- F. The Contractor shall accept previously collected sampling results for all wastes, unless after arriving on site the Contractor has reason to believe that the sludge is not properly and adequately described. Contractor shall accept Catawba Hospital’s analytical results as average levels for TPH, BTEX, EOX, and TCLP metals. **If Contractor requires additional testing, a list containing the additional items shall be submitted with the price quote. Testing will normally be performed twice in a calendar year by Catawba Hospital. Written justification from the accepting Contractor’s treatment facility will have to accompany requests for more frequent testing.**

- G. On the day service is performed, the Contractor shall complete a Sludge Removal Form (Attachment C). This form shall identify the location, the date the service was performed, and the volume of sludge collected/transported. A signed copy of this form shall be left at the facility and one copy shall be sent to Accounts Payable with the invoice.
- H. The Contractor shall be responsible, at no cost to Catawba Hospital, **for the containment and clean up of any spills, which occur during removal, transportation, or disposal.** In addition, the Contractor shall be responsible, at no cost to Catawba Hospital, for proper transportation and disposal of all spill clean-up residue in accordance with state and federal regulations.
- I. The Contractor shall be responsible, at no cost to Catawba Hospital, **for all damages to persons or property that occur as a result of the driver's fault or negligence on or off the Catawba Hospital property.** The Contractor shall take proper safety and health precautions to protect the workers, the public and the property of others. Any and all OSHA requirements shall be met during the execution of this contract.
- J. The Contractor shall, without additional expense to Catawba Hospital, be responsible for {a} obtaining and holding all necessary licenses and permits; {b} the preparation of all necessary documentation; and {c} for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the performance of the contract, to include any applicable Federal, State and Municipal laws, codes and regulations promulgated after the effective date of the contract and during the term of the contract.
- K. The Contractor shall insure that all transporting, storing and disposals are to be performed by the Contractor and its employees, vehicles and facilities through a closed loop system **with no other sub-contractor(s)** performing any portion of the above-described services.
- L. The Contractor shall certify that all Contractor personnel and employees involved in the non-hazardous sludge services performed under the resultant contract have documentation of training and have adequate cognizance of the following information and topics germane to the handling, removal and disposal of non-hazardous waste materials:
 - 1. Department of Transportation HAZMAT Regulations (inclusive of documentation, labeling and vehicular drivers' log maintenance.
 - 2. Environmental Protection Agency rules and regulations governing non-hazardous waste transport and disposal.
 - 3. Safety training regarding chemical hazards and handling (inclusive of information regarding exposure, interaction, compatibility and co-mingling of materials and the contraindications of same).
 - 4. Hazard Communications Standards, OSHA and the Employee Right to Know Program.
 - 5. Spill prevention, control and emergency response procedures.
 - 6. Proper instructional use of related safety equipment, e.g. half mask and full-face respirators, gloves, etc.
 - 7. Methods of good housekeeping practices and safe materials handling.

III. SAFETY REFERENCES:

The Contractor shall take every precaution at all times for the protection of persons and property, which may come on the work site or be affected by the Contractor's operation in connection with work required. The Contractor shall ensure that all personnel and equipment comply with all OSHA and DEQ Standards and Catawba Hospital safety rules as they apply to the work being done and not create any hazardous conditions within their operation. The Contractor shall also ensure that all personnel shall at all times wear approved protective clothing, safety vests, and any other equipment required to meet OSHA and DEQ standards.

The Contractor and personnel shall employ methods of performing the work, which are environmentally safe and in compliance with all applicable State and Federal Environmental Protection Agency (EPA) laws and regulations.

IV. **BID PRICING SCHEDULE – MEASUREMENT FOR PAYMENT:**

Past services have been performed by contractor utilizing a 2,300 gallon tank truck to removal approximately 30,000 gallons of sludge each quarter equal to 13 loads per quarter. Since the bulk of this contract is based on the sludge removal; this bid will be evaluated on the cost of the sludge disposal only. The Agency is aware that the price per load will include a set disposal fee that is subject to change by the disposal facility; of which, the Contractor has no control. Contractor is to list the current disposal fee and shall notified the Agency in writing when the fee rate changes.

Sludge Disposal

Price per load for removal of sludge from Wastewater Plant (Includes current disposal rate: \$_____ per _____ gallon.) Agency estimate 13 loads per quarter based on the utilization of a 2,300 gallon truck.	\$_____/load
--	--------------

Guaranteed Pricing for additional services when needed:

Removal of waste grease from one (1) 275 gallon storage container as needed. (Includes current disposal rate: \$_____ per _____gallon.)	\$_____/trip
Drain Cleaning Rate: (List the charge, the dollar amount and appropriate unit of measure – each, hourly, etc)	_____/____
Water Jet Rate: (List the charge, the dollar amount and appropriate unit of measure – each, hourly, etc)	_____/____
Camera (with Tracer) Rate: (List the dollar amount and appropriate unit of measure – each, hourly, etc)	_____/____

V. **INVOICING/PAYMENT:**

- Invoice may be submitted to the address below at the completion of each Order and must include the Purchase Order number, contract number, bid line quantities and unit prices.
- Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of invoice and verification of satisfactory completion of work.

Catawba Hospital, P O Box 200, Catawba, Virginia 24070

VI. GENERAL TERMS AND CONDITIONS:

1. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
3. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in a. and b. below apply:

- a. During the performance of this contract, the contractor agrees as follows:
 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- b. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
6. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
7. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
9. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
10. **PAYMENT:**
 - a. **To Prime Contractor:**
 1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security

number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty- (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, § 2.2-4363).

b. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - (i) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (ii) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
11. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
 12. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
 13. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
 14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
 15. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty- (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
 17. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
 18. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.
 19. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
 20. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 - b. Employer's Liability - \$100,000.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 per occurrence.
21. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.us) for a minimum of 10 days.
 22. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
24. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.
 - a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
25. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
26. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
27. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

V. **SPECIAL TERMS AND CONDITIONS:**

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Catawba Hospital will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S):** An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

6. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____
License # _____ Type _____

7. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than seventy thousand dollars (\$70,000), (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered. If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

8. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
9. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
10. **DELIVERY NOTIFICATION:** The Agency shall be notified four (4) hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:

Roger Richards 540-375-4332

11. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
12. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
13. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
14. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
15. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or compound offered. Failure on the part of the bidder to submit such data sheets may be cause for declaring the bid as nonresponsive.
16. **MANDATORY PREBID CONFERENCE:** A mandatory prebid conference will be at 10:00 a.m., March 15, 2011 at the Main Hospital, Bldg 15, 1st Floor Conference Room. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid/proposal. Bids/Proposals will only be accepted from those bidders who are represented at this prebid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:00 a.m.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

17. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime Contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

18. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.
19. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
20. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
21. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. (Attachment B)
22. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of **four (4) successive one (1) year periods** under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.
 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the service group "**Other Services**" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. (For recent Consumer Price Index statistics, contact the Bureau of Labor Statistics at their website <http://stats.bls.gov/news.release/cpi.toc.htm> or by telephone at 202-691-7000.)
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by no more than the percentage increase/decrease of the service group "**Other Services**" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. (For recent Consumer Price Index statistics, contact the Bureau of Labor Statistics at their website <http://stats.bls.gov/news.release/cpi.toc.htm> or by telephone at 202-691-7000.)
23. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
24. **WARRANTY (COMMERCIAL):** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit host available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.
25. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
26. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in one (1) eVA purchase order(s) with a 1% eVA transaction fee capped as stated below:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

[illegible][illegible][illegible]

ATTACHMENT B

CATAWBA HOSPITAL CATAWBA, VIRGINIA

BIDDER DATA SHEET

To Be Completed By Bidder

1. **QUALIFICATION OF BIDDER:** The Bidder must have the capability and capacity in all response to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:
_____ years _____ months.
3. **REFERENCES:** Indicate below a list of three (3) recent references for which you have provided this type of service. Include the date service was furnished and the name and address of the person the Agency has your permission to contact.

DATE	CLIENT NAME AND ADDRESS	CONTACT PERSON & PHONE NUMBER
(1)		
		()
(2)		
		()
(3)		
		()
(4)		
		()
(6)		
		()

**ATTACHMENT C
SLUDGE DISPOSAL SERVICES**

<u>DISPOSAL/RECYCLING FACILITIES</u>	<u>CONTACT PERSON & PHONE NUMBER</u>
(1)	
	()
(2)	
	()
(3)	
	()
(4)	
	()
(5)	
	()
(6)	
	()

A letter from these facility" on facility letterhead indicating the facility will accept waste from Catawba Hospital must be submitted with the price quote.

ATTACHMENT D
SLUDGE DISPOSAL SERVICES

Example Form

<p style="text-align: center;">SLUDGE REMOVAL FORM</p> <p style="text-align: center;">Date/Dates: _____</p> <p style="text-align: center;">Number of Truck Loads: _____</p> <p style="text-align: center;">Employee verifying count: _____</p> <p style="text-align: center;">Contractor Signature _____</p> <p>Distribute Copies: White: Vendor Yellow: Vendor Copy Pink: Wastewater Plant</p> <p>724-13-017 (04/95)</p>

Note to Contractor: The white copy of this form in addition to disposal tickets must be mailed with the invoice. Disposal tickets will serve as proof of proper disposal. (refer II. Method of Payment, page 7). These forms will be made available to the successful bidder to use during the duration of this contract.